

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

2005 DEC 21 AM 9:50

MICHAEL A. BROWN
RECORDER

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address) **2005 001152**

NEW CENTURY BANK
363 W. Ontario
Chicago, IL 60610

see oversize attachments
cm620051675

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MIDAM BURR/30, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2 MID-AMERICA PLAZA SUITE 604 OAKBROOK IL 60181 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC IL 0159-158-4 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
NEW CENTURY BANK, AN ILLINOIS BANKING CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
363 W. ONTARIO CHICAGO IL 60610 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL DESCRIPTION IN EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF. SEE LEGAL DESCRIPTION IN EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Lake County

Chicago Title Insurance Company

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an Acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy (furnished by filer, you may also send Acknowledgment Copy, otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
 - 1a. **Organizational Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
 - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
 - 1c. An address is always required for the Debtor named in 1a or 1b.
 - 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
 - 1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
 4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
 5. If the filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
 6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
 7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
 8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

2005 001152

DESCRIPTION OF COLLATERAL

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the property described in Exhibit "A" attached hereto (the "Premises") or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in or on the Premises;
2. Debtor's right, title and interest in articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit B or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;
3. Debtor's right, title and interest in all personal property owned by Debtor and used or to be used in connection with the operation of the Premises by Debtor or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises or elsewhere, together with files, books of account and other records, wherever located;
4. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the Premises and executed by any architects, engineers, or contractors, including all amendments, supplements and revisions thereof, together with all of Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans and specifications prepared by any architect, engineer or contractor, including any amendments, supplements and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements and test results relating to construction on the Premises;
5. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;
6. Debtor's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits) and profits in connection with all leases, contracts, and other

agreements with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

7. Debtor's right, title and interest in all earnest money deposits, letter of credit rights, proceeds of contract sales, accounts receivable and general intangibles relating to the Premises;

8. All of Debtor's rights in and proceeds from all fire and hazard, loss of income and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the Mortgage or in this Security Agreement, the use or occupancy thereof, or the business conducted thereon;

9. All of Debtor's right, title and interest in all awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

10. All proceeds from the sale, transfer or pledge of any or all of the foregoing property.

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STATE OF INDIANA
LAKE COUNTY
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MICHELLE A. BROWN
RECORDER

Parcel 1:

Part of the Northwest Quarter of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian described as: Beginning at a point on the South line of said Northwest Quarter which is 850.10 feet East of the Southwest corner thereof; thence North at an angle of 88 degrees 38 minutes, measured from West to North with said South line, 1542.02 feet, more or less, to a point 319.02 feet South of the Southerly right of way line of U.S. Highway No. 30 and the point of beginning of the tract herein described; thence North along the extension of the last described line 319.02 feet to said Southerly right of way line, thence Easterly along said Southerly right of way line, 1930.0 feet, more or less, to the East line of said Northwest Quarter; thence South, along the East line, 319.02 feet; thence Westerly in a straight line, 1930.0 feet, more or less, to the point of beginning, EXCEPTING THEREFROM the following 3 parcels of land:

(EXCEPTION A) Lot 1 in Indiana Wellness Center Addition, as per plat thereof, recorded in Plat Book 81, page 95, in the Office of the Recorder of Lake County, Indiana;

(EXCEPTION B) The West 200 feet of the East 240 feet, measured at right angles to the center line of Burr Street, of the following described parcel:

Part of the Northwest Quarter of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the South line of said Northwest Quarter which is 850.10 feet East of the Southwest corner thereof, thence North at an angle of 88 degrees 38 minutes, measured from West to North with said South line, 1542.02 feet, more or less, to a point 319.02 feet South of the Southerly right of way line of U.S. Highway No. 30 and the point of beginning of the tract herein described; thence North along the extension of the last described line, 319.02 feet next to said Southerly right of way line, thence Easterly, along said Southerly right of way line, 1930.0 feet, more or less, to the East line of said Northwest Quarter; thence South, along said East line, 319.02 feet; thence Westerly, in a straight line, 1930.0 feet, more or less, to the point of beginning, excepting from said West 200 feet the following part; beginning at the intersection of the Southern boundary of U.S. 30 with a line 40 feet West of and parallel with the center line of Burr Street which center line is also the East line of the Northwest Quarter of said Section 24; thence South 0 degrees 24 minutes 00 seconds East a distance of 10.56 feet along said line parallel with the center line of Burr Street; thence North 16 degrees 07 minutes 08 seconds West a distance of 12.02 feet to the Southern boundary of U.S. 30; thence along the Southern boundary of said U.S. 30, on a curve to the left having a radius of 23,018.31 feet a distance of 3.41 feet along the arc to the point of beginning; and

(EXCEPTION C) That part described in the Trustee's Deed from Gainer Bank, National Association, Trust P-5792 to the State of Indiana recorded April 30, 1986, as Document No. 851789, more particularly described as follows: A part of the East Half of the Northwest Quarter of Section 24, Township 35 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the Southeast Corner of said Quarter Section; thence North 0 degrees 24 minutes 00 seconds West 1,262.37 feet along the East line of said Quarter Section; thence South 89 degrees 36 minutes 00 seconds West 20.00 feet to the point of beginning of this description, which point is where the Southern boundary of U.S.R. 30 meets the West boundary of Burr Street; thence South 00 degrees 24 minutes 00 seconds East 75.37 feet along the boundary of said Burr Street; thence North 16 degrees 07 minutes 08 seconds West 85.84 feet to the Southern Boundary of said U.S.R. 30; thence along the boundary of said U.S.R. 30 southeasterly 24.37 feet along an arc to the left and having a radius of 23,018.31 feet and subtended by a long chord having a bearing of South 73 degrees 02 minutes 49 seconds East and a length of 24.37 feet to the point of beginning.

Parcel 2:

Lot 1, in Indiana Wellness Center Addition, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 81, page 95, in the Office of the Recorder of Lake County, Indiana.